To adopt the language of Farwell L.J. in the case of *Hobbs* v. *Winchester Corporation supra*, the knowledge of the bookseller is not a matter which affects the public. It is the obscene books which he sells which poison their minds.

The appeal is dismissed.

Appeal dismissed.

Solicitors:—*Presgrave & Matthews.*

PACKER MOHAIDEEN v. K. ISMAIL GHANEY RAWTHER & CO. LTD.

[C.A. (Thomson C.J., Hill and Barakbah JJ.A.) April 16, 1963]

[K.L. — F.M. Civil Appeal No. 59 of 1962]

Practice and Procedure—Specially indorsed writ with statement of claim indorsed—Defendant making evasive denial—Defendant subsequently admitting claim —Judgment entered for plaintiff—R.S.C. 1957, O.19 r.19.

In this appeal the proceedings were commenced by specially indorsed writ and the statement of claim indorsed on the writ set out lengthy particulars of various transactions between the parties at the material time of their partnership showing a balance due by the defendant of $104,701.64. In his "statement of defence" drawn in contravention of O.19 r.19 the defendant denied that he was indebted to the plaintiff company in the sum of $104,701.64. However later in some independent proceedings before the judge in chambers the defendant's attorney admitted that he owed the plaintiffs about $105,000. That fact was brought to the notice of the Assistant Registrar when judgment was asked for in the present proceedings. The only other material before the Assistant Registrar was an affidavit which was in the same objectionable lines as the "statement of defence." The Assistant Registrar entered judgment for the plaintiffs.

Held: the Assistant Registrar had no option but to enter judgment as he did and the judge had no option but to dismiss the appeal when the matter was brought in before him. This court had no option but to dismiss the appeal with costs.

COURT OF APPEAL.

M. Edgar for the appellant.

M. Shanker for the respondents.

Thomson C.J. (delivering oral judgment): I am of the opinion that this appeal should be dismissed.

The proceedings were commenced by specially indorsed writ issued on 26th April, 1962, and the statement of claim which was indorsed on the writ set out lengthy particulars of various transactions between the parties at the material time of their partnership showing a balance due by the defendant of $104,701.64.

In effect no defence was filed.

What was filed was a paper which is headed "Statement of Defence" which is in contravention of Order 19 rule 19 of our Rules which is the same as the corresponding English rule and reads as follows:—

"When a party in any pleading denies an allegation of fact in the previous pleading of the opposite party, he must not do so evasively, but answer the point of substance. Thus, if it be alleged that he received a certain sum of money, it shall not be sufficient to deny that he received that particular amount, but he must deny that he received that sum or any part thereof, or else set out how much he received. And if an allegation is made with divers circumstances, it shall not be sufficient to deny it along with those circumstances."

The so-called defence in the present case is what can almost be described as an academic example of defence drawn in contravention of that rule. It says that the defendant denies he is indebted to the plaintiff company in the sum of $104,701.64. And that is all.

Later, in some independent proceedings before the Judge in Chambers, the defendant's attorney admitted that he owed the plaintiffs about $105,000 having previously denied that he owed $104,701.64. And that fact was brought to the notice of the Assistant Registrar when judgment was asked for in the present case. The only other material before the Assistant Registrar was an affidavit which is precisely on the same objectionable lines as the original "statement of defence":—

"I am instructed by the defendant herein to deny that he owes to the plaintiffs the sum of $104,701.64 for which judgment is now prayed."

In the circumstances I am of the opinion that the Assistant Registrar had no option but to enter judgment as he did and that the Judge had no option but to dismiss the appeal when the matter was brought in before him.

For myself I have no hesitation in saying I do not think this Court has any option but to dismiss the present appeal with costs.

Hill and **Barakbah JJ.A.** concurred.

Appeal dismissed.

Solicitors:—*Morris Edgar & Co.: Shearn, Delamore & Co.*

OVERSEA-CHINESE BANKING CORPORATION LTD. v. THE COMMISSIONER OF THE FEDERAL CAPITAL OF KUALA LUMPUR

[A.C.J. (Gill J.) April 29, 1963]

[K.L. — Originating Motion No. 8 of 1962]

Rating—Assessment—Principles of valuation.

Practice and Procedure—Appeal under s.44 Town Boards Enactment (Cap. 137)—O.59 r.13(1) & (2).

The appellant is the owner of a holding on Mountbatten Road, Kuala Lumpur, on which is erected a bank. For the year 1962, the Commissioner of the Federal